

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
XL SPECIALTY INSURANCE COMPANY,

Plaintiff,

-against-

JOHN R. LAKIAN, DIANE W. LAMM, and
KOBRE & KIM LLP,

Defendants,

-and-

EISEMAN LEVINE LEHRHAUPT &
KAKOYIANNIS, P.C., BRIEF CARMEN &
KLEIMAN, LLP, and MERRILL
COMMUNICATIONS, LLC,

Intervening Defendants.

KOBRE & KIM LLP,

Counterclaim Plaintiff,

-against-

XL SPECIALTY INSURANCE COMPANY,

Counterclaim Defendant.

ANALISA TORRES, District Judge:

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14 Civ. 5225 (AT)

**ORDER AND FINAL
JUDGMENT FOR
DISBURSEMENT**

WHEREAS, XL Specialty Insurance Company (“XL Specialty”) filed this interpleader action on July 14, 2014 (the “Interpleader Action”);

WHEREAS, in connection with this Interpleader Action, XL Specialty has deposited \$1,372,596.10, which it represents is the remaining limit of a liability insurance policy issued to

Capital L Group, LLC (the “Policy”), into the account of the Court (the “Interpleaded Funds”), and it seeks a ruling discharging itself from any further liability and adjudicating the respective rights and obligations of other parties regarding the Interpleaded Funds;

WHEREAS, John R. Lakian (“Lakian”), Diane W. Lamm (“Lamm”), Kobre & Kim LLP (“Kobre & Kim,” and together, with Lakian and Lamm, the “Defendants”), Eiseman Levine Lehrhaupt & Kakoyiannis (“Eiseman Levine”), Brief Carmen & Kleiman, LLP (“Brief Carmen”), and Merrill Communications, LLC (“Merrill,” and collectively, the “Parties”) have made claims to the Interpleaded Funds;

WHEREAS, this Court has held that neither Knox, LLC d/b/a Knox, LLC of New York (“Knox”) nor DJW Advisors, LLC (“DJW”) has a legitimate claim to the Interpleaded Funds and denied Knox and DJW’s request to intervene in this Interpleader Action;

WHEREAS, this Court granted Eiseman Levine, Brief Carmen, and Merrill’s (the “Intervening Defendants”) requests to intervene in this Interpleader Action;

WHEREAS, Kobre & Kim filed an answer and counterclaims against XL Specialty;

WHEREAS, Eiseman Levine, Brief Carmen, and Merrill filed answers;

WHEREAS, the Parties have reached a global settlement of the claims and counterclaims, reflected by the terms of the Settlement Agreement dated and filed with this Court on March 19, 2015 (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement provides that the Parties agree that the Interpleaded Funds shall be disbursed as follows:

- a. Kobre & Kim will receive \$650,000.00;

- b. Eiseman Levine will receive \$145,260.17;
- c. Brief Carmen will receive \$56,713.16;
- d. Merrill will receive \$66,977.00;
- e. McCarter & English LLP will receive \$136,906.02; and
- f. The balance of the Interpleaded Funds, including any interest that has accumulated since the funds were deposited with the Court, will be deposited into an escrow account in the custody and care of Brief Carmen for the benefit of Lakian and Lamm pursuant to the escrow agreement attached to the Settlement Agreement;

WHEREAS, this Court GRANTED the parties' joint motion to disburse the funds and ordered the parties to submit jointly this judgment;

WHEREAS, this Court DENIED Knox and DJW's request for a pre-motion conference in anticipation of their proposed motion to stay the disbursement of the funds;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Settlement Agreement is SO ORDERED and its terms and provisions are incorporated herein;

2. The Clerk of the Court shall disburse the Interpleaded Funds as follows:

- a. \$650,000.00 shall be paid to Kobre & Kim, LLP and mailed to:

Steven G. Kobre
Jonathan D. Cogan
Kobre & Kim LLP
800 Third Avenue
New York, New York 10022

- b. \$145,260.17 shall be paid to Eiseman Levine Lehrhaupt & Kakoyiannis, P.C. and mailed to:

Eric R. Levine
Eiseman Levine Lehrhaupt & Kakoyiannis, P.C.
805 Third Avenue
New York, New York 10022

- c. \$56,713.16 shall be paid to Brief Carmen & Kleiman, LLP and mailed to:

Richard E. Carmen
Ira Kleiman
Brief Carmen & Kleiman, LLP
805 Third Avenue, 12th Floor
New York, New York 10022

- d. \$66,977.00 shall be paid to Merrill Communications, Inc. and mailed to:

Marc D. Youngelson
Cosner Youngelson
197 Route 18, Suite 104
East Brunswick, New Jersey 08816

- e. \$136,906.02 shall be paid to McCarter & English, LLP and mailed to:

Brian J. Osias
McCarter & English, LLP
Four Gateway Center
100 Mulberry St.
Newark, New Jersey 07102

- f. The balance of the Interpleaded Funds, including any interest that has accumulated since the funds were deposited with the Court, shall be paid to Brief Carmen & Kleiman LLP and mailed to:

Richard E. Carmen
Ira Kleiman
Brief Carmen & Kleiman, LLP
805 Third Avenue, 12th Floor
New York, New York 10022

Brief Carmen shall deposit these funds in an escrow account in the custody and care of Brief Carmen for the benefit of Lakian and Lamm in accordance with the terms of the escrow agreement attached to the Settlement Agreement.

3. The Interpleader Action and Kobre & Kim's counterclaims are DISMISSED.

SO ORDERED.

Dated: April 28, 2015
New York, New York



ANALISA TORRES
United States District Judge